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OFFICE OF THE  
EXECUTIVE SECRETARY

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

**In re:** )  
 )  
**Petition for Arbitration of the** ) **Docket No. 99-00948**  
**Interconnection Agreement Between** )  
**BellSouth Telecommunications, Inc. and** )  
**Intermedia Communications Inc. Pursuant** )  
**to Section 252(b) of the Telecommunications** )  
**Act of 1996** )

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**INTERMEDIA COMMUNICATIONS INC.'S FIRST SET OF INTERROGATORIES  
DIRECTED TO BELL SOUTH TELECOMMUNICATIONS, INC.**

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Intermedia Communications Inc. ("Intermedia"), by its undersigned counsel, hereby propounds its First Set of Interrogatories to BellSouth Telecommunications, Inc. ("BellSouth"). BellSouth is requested to respond to the following interrogatories in the manner and within the timeframe prescribed by the Tennessee Regulatory Authority.<sup>1</sup>

**DEFINITIONS AND INSTRUCTIONS**

For the purposes of these interrogatories, the following definitions shall apply:

1. "Documents" is used in the broadest sense and includes all tangible things that record information, whether or not such things are in BellSouth's possession, custody or control, and regardless of who prepared or signed them. "Documents" includes both the original and any copy or draft, and all copies which contain any notation not on the original. Examples of

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<sup>1</sup> Pursuant to the procedural schedule proposed jointly by Intermedia and BellSouth, objections to discovery requests must be filed on or before June 29, 2000; responses must be filed on or before July 11, 2000. See Letter from LaDon Baltimore and Langley Kitchings to David Waddell, June 13, 2000.

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“documents” include, but are not limited to, handwritten, typed or printed papers, handwritten notations, office notes, calendar entries, diaries, notes of telephone conversations, photographs, reports, receipts, invoices, memoranda, correspondence, notes, ledger entries, and computer printouts, cards, tapes, disks, and other means of electronically or magnetically maintained information.

“You” and “your” refer to BellSouth.

“Intermedia” refers to Intermedia Communications Inc.

“Persons” means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

“And” and “or” shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these interrogatories that would not otherwise be brought within their scope.

“Petition” refers to the petition for arbitration filed in December 1999 by BellSouth under Section 252(b) of the Communications Act of 1934, as amended (the “Communications Act”).

“Authority” refers to the Tennessee Regulatory Authority.

“FCC” refers to the Federal Communications Commission.

“CLEC” means a “competitive local exchange carrier.”

“ILEC” means an “incumbent local exchange carrier” as defined in Section 252(h) of the Communications Act.

“LEC” means a “local exchange carrier,” including but not limited to CLECs and ILECs.

“IXC” means an “interexchange carrier.”

“Parties” means BellSouth and Intermedia.

“TELRIC” means total element long run incremental cost.

“UNE Remand Order” means the FCC’s decision in *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking (rel. Nov. 5, 1999); Supplemental Order (rel. Nov. 24, 1999).

“Advanced Services Order” or “Collocation Order” means the FCC’s decision in *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, First Report and Order and Further Notice of Proposed Rulemaking (rel. Mar. 31, 1999).

“D.C. Circuit Collocation Order” means the decision of the United States District Court of Appeals for the District of Columbia Circuit, Docket No. 99-1176, decided on March 17, 2000.

“D.C. Circuit ISP Order” means the decision of the United States District Court of Appeals for the District of Columbia Circuit, Docket No. 99-1094, decided on March 24, 2000.

2. “Identify” means (1) when used with reference to a natural person, give the person’s full name, business or residence address, business or residence telephone numbers, occupation and employer; (2) when used with reference to an entity, give the entity’s full name, principal place of business, address and telephone number; (3) when used with reference to a document, give the document’s date, title, author, recipient, type (*e.g.*, letter, memorandum, note, *etc.*), name of the custodian of the document, and a description of the contents with sufficient specificity to be the basis for discovery; and (4) when used with reference to an action taken by an entity, identify the person(s) taking the action, describe the nature of the action, and give the date on which the action was taken. If any action identified pursuant to (4) involved a communication

with another person, identify the person(s) with whom the actor(s) communicated; and, if the communication was through the use of a document, identify the document through which the communication was made.

3. Provide the names, addresses and positions of each person responsible for preparing each of the answers to the interrogatories.

4. If you maintain that any document or record which refers to or relates to anything about which these interrogatories ask or that would be responsive to any of the interrogatories has been destroyed, set forth the content of said document, the location of any copies of said document, the date and circumstances of said destruction, and the name of the person who ordered or authorized such destruction.

5. In answering these interrogatories, furnish all responsive documents in BellSouth's possession or in the possession of any director, officer, employee, agent, representative, or attorney of BellSouth.

6. If you cannot answer an interrogatory in full after exercising due diligence to secure all the information requested, or do not have precise information with regard to any part of an interrogatory, you should so state in your response, describing in full your efforts to obtain the information requested, and then proceed to respond to the fullest extent possible. If you object to any part of an interrogatory, answer all parts of the interrogatory to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

7. Where the data requested, including but not limited to cost studies and related information, is or can be made available on diskette, please provide the documentation on diskette and indicate what the format in which the data reside.

8. If a responsive document is considered to contain confidential, proprietary, or otherwise protected information, please furnish this document subject to a protective order.

9. If any information is withheld under a claim of privilege, please describe the information without revealing the asserted privileged information, and provide a statement of the basis upon which the claim of privilege is based.

10. When the information requested by an interrogatory varies over time, state the response for each period of time as to which the response differs, and identify the time periods

11. Unless otherwise indicated, the information sought in these interrogatories relates to BellSouth's operations in Tennessee.

### **INTERROGATORIES**

The following interrogatories should be answered separately, fully and served on Intermedia's counsel. Each of the following interrogatories is intended to be a continuing interrogatory; in the event that at any later date BellSouth obtains any additional facts or documentation, or forms any conclusions, opinions or contentions that are different from those set forth in its answers to such interrogatories, BellSouth shall amend and/or supplement its answers to such interrogatories promptly, and sufficiently in advance of any hearing on this matter before the Authority.

For ease of Authority review, and to facilitate BellSouth's responses, Intermedia has organized its interrogatories according to the issues list contained in the arbitration issues matrix attached to Intermedia's Answer to BellSouth's Petition. The interrogatories pertaining to each

issue are set forth following the issue. Issues that have been either resolved or referred to the Authority's "generic" proceedings as of the filing date of these interrogatories are not included.

\* \* \* \* \*

**Issue 2(a):** Should the definition of "Local Traffic" for purposes of the Parties' reciprocal compensation obligations under Section 251(b)(5) of the 1996 Act include the following:  
**(a) ISP traffic:**

1. Does BellSouth take the position that the Authority does not have the legal authority to find for the purposes of the Parties' agreement that ISP traffic should be included within the definition of local traffic? If so, please explain in detail why the Authority is not legally empowered to make this determination?

**RESPONSE:**

2. Does BellSouth presently pay reciprocal compensation to any other competitive carriers for ISP traffic? If so, please identify the parties, the interconnection agreements in question, and their dates of execution.

**RESPONSE:**

3. Is it BellSouth's contention that that Intermedia is not entitled to any compensation from BellSouth for the for the carriage of calls originated by BellSouth customers to ISPs on Intermedia's network?

**RESPONSE:**

4. If the answer the preceding question is in the affirmative, please explain how Intermedia is to be compensated for transporting and terminating BellSouth's ISP-bound calls?

**RESPONSE:**

5. Has BellSouth agreed to pay reciprocal compensation for ISP traffic in any agreement with any party during the last 12 months? If so, please identify the parties, the agreements and their dates of execution.

**RESPONSE:**

6. Has BellSouth been ordered to pay reciprocal compensation for ISP traffic in any agreement with any party during the last 12 months? If so, please identify the parties, the agreements, their dates of execution and the Authority orders.

**RESPONSE:**

7. Has BellSouth committed to offering, in the course of an ongoing negotiation or arbitration in any jurisdiction, reciprocal compensation for ISP? If so, please identify the proposed agreement(s), the parties and the jurisdictions.

**RESPONSE:**

8. Is it BellSouth's contention that the Authority does not have jurisdiction to require the payment of reciprocal compensation for ISP-bound calls?

**RESPONSE:**

9. If the answer to the preceding question is in the affirmative, please explain the basis of your assertion.

**RESPONSE:**

10. How does BellSouth interpret the D.C. Circuit ISP Order?

**RESPONSE:**

11. Is it BellSouth's contention that the Authority is now precluded from requiring reciprocal compensation for ISP traffic in light of the D.C. Circuit ISP Order?

**RESPONSE:**

**Issue 3: Should Intermedia be compensated for end office, tandem, and transport elements, for purposes of reciprocal compensation?**

12. Does BellSouth consider that 47 C.F.R. Section 51.711 of the FCC's rules, which specifies that a CLEC is entitled to compensation at the composite tandem rate if its switch covers



a geographic area comparable to that served by the ILEC's tandem switch, is not applicable to the parties' agreement?

**RESPONSE:**

13. Does BellSouth contend that Intermedia's switches do not cover geographical areas comparable to those covered by BellSouth's tandem switches?

**RESPONSE:**

14. If the answer to the preceding question is in the affirmative, please explain the basis of your assertion.

**RESPONSE:**

15. Has BellSouth entered into an interconnection agreement with a CLEC that provides for reciprocal compensation to the CLEC at the composite tandem rate on the sole basis that the CLEC's switches cover geographic areas that are comparable to those covered by BellSouth's tandem switches?

**RESPONSE:**

16. If the answer to the immediately preceding interrogatory is in the affirmative, please identify the interconnection agreements.

**RESPONSE:**

17. Has BellSouth been required by the Authority in an arbitration proceeding to compensate a CLEC at the composite tandem rate?

**RESPONSE:**

18. If the response to the immediately preceding interrogatory is in the affirmative, please identify the relevant Authority proceedings and decisions.

**RESPONSE:**

19. In BellSouth's opinion, what proof and demonstrations must a CLEC provide to the Authority to qualify for the higher composite tandem rate?

**RESPONSE:**

20. Doe BellSouth contend that the Authority is required, for purposes of determining reciprocal compensation, to look at both geographic comparability and functional equivalency of Intermedia's switches? If so, what is the basis of your contention?

**RESPONSE:**

21. Does BellSouth contend that Intermedia's switches do not perform the functions of BellSouth's tandem switches? If the answer is in the affirmative, what is the basis of your position?

**RESPONSE:**

22. To BellSouth's knowledge, does Intermedia have any switch that covers geographical areas comparable to those covered by BellSouth's tandem switches? If the answer is in the affirmative, please identify those switches and the areas in which they are deployed.

**RESPONSE:**

**Issue 6: Are BellSouth's proposed collocation intervals: (a) appropriate, and (b) should they be measured in business days?**

23. What are the collocation intervals proposed by BellSouth?

**RESPONSE:**

24. Is it BellSouth's contention that it takes equal time to provision a physical "caged" collocation arrangement and a "cageless" collocation arrangement? If so, what is the basis for this provisioning interval..

**RESPONSE:**

25. Is it BellSouth's contention that collocation intervals should be measured in terms of "business" days? If so, please explain the basis of this position.

**RESPONSE:**

26. Is it BellSouth's contention that the FCC requires the ILECs to respond to collocation requests within 10 *business days*? If so, please explain the basis of this position.

**RESPONSE:**

**Issue 7: What charges should Intermedia pay to BellSouth for space preparation for physical collocation?**

27. Please specify each space preparation charge proposed by BellSouth that has been the subject of review and approval by the Authority.

**RESPONSE:**

28. Please explain why BellSouth has employed "ICB" pricing for the following charges which are based on specific per square foot units: (a) Cable racking/fiber duct; and (b) Frame/aisle lighting.

**RESPONSE:**

29. What is included in "Mechanical/HVAC"?

**RESPONSE:**

30. What is the basis of BellSouth's utilization of a "one ton minimum" for Mechanical/HVAC?

**RESPONSE:**

31. Has BellSouth conducted any cost studies that indicate the appropriateness of the minimum referred to above?

**RESPONSE:**

32. How is the Project Management fee of \$1,675 "per arrangement" derived?

**RESPONSE:**

33. What are the specific inclusions in "Project Management"?

**RESPONSE:**

34. Did BellSouth conduct any cost studies to arrive at the fee identified above?

**RESPONSE:**

35. What are the specific inclusions in the \$3,850 "Application Fee" for physical collocation?

**RESPONSE:**

36. Did BellSouth conduct any cost studies to arrive at this fee?

**RESPONSE:**

**Issue 10: What should BellSouth's policies be regarding conversion of virtual to physical collocation?**

37. When converting virtual collocation to cageless collocation, under what circumstances would BellSouth consider it possible to leave a CLEC's virtual collocation equipment exactly where it is currently situated?

**RESPONSE:**

38. Has BellSouth entered into an interconnection agreement with a CLEC pursuant to which BellSouth will bear the expense of relocating a CLEC's virtual collocation equipment, to the extent relocation is necessary?

**RESPONSE:**

39. If the answer to the preceding interrogatory is in the affirmative, please identify the interconnection agreement(s).

**RESPONSE:**

40. Has BellSouth entered into an interconnection agreement with a CLEC in which BellSouth commits to use best efforts to ensure that the CLEC's customers' service is not interrupted if and when the CLEC's equipment is relocated.

**RESPONSE:**

41. If the answer to the immediately preceding interrogatory is in the affirmative, please identify the interconnection agreement(s).

**RESPONSE:**

**Issue 12: What is the appropriate definition of “currently combines” pursuant to FCC Rule 51.315(b)?**

42. Has BellSouth entered into an interconnection agreement in which it agrees to provide UNEs that are available in combined form through BellSouth tariffs (*e.g.*, special access) at UNE rates?

**RESPONSE:**

43. If the answer to the immediately preceding interrogatory is in the affirmative, please identify the interconnection agreement(s).

**RESPONSE:**

44. Has BellSouth entered into an interconnection agreement in which BellSouth commits to provide access to existing combinations of network elements at UNE rates?

**RESPONSE:**

45. If the answer to the immediately preceding interrogatory is in the affirmative, please identify the interconnection agreements.

**RESPONSE:**



46. How does BellSouth interpret the phrase “currently combines”? Please provide the basis for BellSouth’s interpretation.

**RESPONSE:**

47. Based on BellSouth’s interpretation of the phrase “currently combines,” please specify the UNEs that BellSouth “currently combines” in Tennessee (including specific “flavors” of UNE-P and EEL).

**RESPONSE:**

**Issue 13: Should BellSouth be required to: (a) provide access to enhanced extended links (“EELs”) at UNE rates, and (b) allow Intermedia to convert existing special access service to EELs at UNE rates?**

48. Has BellSouth entered into an interconnection agreement in which it commits to provide an “Enhanced Extended Link” or “EEL” alternative in Tennessee?

**RESPONSE:**

49. If the answer to the immediately preceding interrogatory is in the affirmative, please identify the interconnection agreement(s).

**RESPONSE:**

50. What specific types of EELs (a) is BellSouth currently providing, and (b) BellSouth intends to provide in Tennessee?

**RESPONSE:**

51. Will BellSouth permit Intermedia to utilize the access service request ("ASR") process to submit orders for EELs? If the answer is in the negative, please explain why BellSouth will not allow Intermedia to submit orders via the ASR process.

**RESPONSE:**

52. Has BellSouth entered into an interconnection agreement in which it agrees to allow a carrier to submit EEL orders via the ASR process? If the answer is in the affirmative, please identify the interconnection agreements, the date on which the interconnection agreements were signed, and the parties to the interconnection agreements.

**RESPONSE:**

53. Is BellSouth developing procedures to process CLEC orders for loop-transport combinations? If the answer is in the affirmative, please describe the procedures that are being developed and state when these operational procedures will be implemented? Has BellSouth consulted with any CLECs in developing these procedures?

**RESPONSE:**

54. Has BellSouth converted existing special access circuits to EELs for a CLEC in Tennessee?

**RESPONSE:**

55. If the answer to the immediately preceding interrogatory is in the affirmative, please identify the CLEC(s).

**RESPONSE:**

56. If the answer to interrogatory no. 54 is in the affirmative, how was the conversion handled (*e.g.*, was the ASR process used?)?

**RESPONSE:**

57. If the answer to interrogatory no. 54 is in the affirmative, what proof did BellSouth require the CLEC to submit to demonstrate that it uses the UNE combinations to provide a significant amount of local traffic?

**RESPONSE:**

58. If the answer to interrogatory no. 54 is in the affirmative, what is the CLEC's purported local-to-access traffic ratio?

**RESPONSE:**

59. If the answer to interrogatory no. 54 is in the affirmative, is BellSouth's commitment to provide EELs contingent on the CLEC collocating with BellSouth?

**RESPONSE:**

60. What is BellSouth's billing policy with respect to converting special access circuits to EELs?

**RESPONSE:**

61. Does BellSouth impose non-recurring charges for EEL conversion? If the answer is in the affirmative, please identify these non-recurring charges and state the basis of these charges.

**RESPONSE:**

**Issue 18: Should BellSouth be required to provide access on an unbundled basis in accordance with, and as defined in, the FCC's *UNE Remand Order*, to packet switching capabilities?**

62. Has BellSouth entered into an interconnection agreement in which it commits to provide a CLEC access to packet switching capabilities?

**RESPONSE:**

63. If the answer to the immediately preceding interrogatory is in the affirmative, please identify the interconnection agreements.

**RESPONSE:**

64. Is it BellSouth's contention that CLECs (and Intermedia in particular) in Tennessee will not be "impaired" without access to unbundled packet switching?

**RESPONSE:**

65. If the answer to the immediately preceding interrogatory is in the affirmative, please explain why CLECs (and Intermedia in particular) will not be impaired if access to unbundled packet switching is not permitted in Tennessee.

**RESPONSE:**

66. Has BellSouth refused a requesting carrier's request to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point in BellSouth's network?

**RESPONSE:**

67. If the answer to the immediately preceding interrogatory is in the affirmative, please identify the CLEC(s).

**RESPONSE:**

68. If the answer to interrogatory no. 66 is in the affirmative, please state whether BellSouth allowed the CLEC(s) access to unbundled packet switching.

**RESPONSE:**

**Issue 22: Should BellSouth be required to provide nondiscriminatory access to interoffice transmission facilities, including dedicated transport (defined as incumbent LEC transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provides telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers), dark fiber transport (defined as incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics), and shared transport (defined as transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC network), in accordance with, and as defined in, the FCC's UNE Remand Order?**

69. Has BellSouth provided interoffice transport at OCn level to any CLEC in Tennessee?

**RESPONSE:**

70. If the answer to the preceding interrogatory is in the affirmative, please identify the CLEC(s)?

**RESPONSE:**

71. If the answer to interrogatory no. 69 is in the affirmative, please state the rates at which unbundled OCn level interoffice transport was provided.

**RESPONSE:**

72. Has BellSouth provided dark fiber interoffice transport to any CLEC in Tennessee?

**RESPONSE:**

73. If the answer to the immediately preceding interrogatory is in the affirmative, please identify the CLEC(s).

**RESPONSE:**

74. If the answer to immediately preceding interrogatory is in the affirmative, please state the rates at which unbundled dark fiber interoffice transport was provided.

**RESPONSE:**

**Issue 25: Should BellSouth be required to furnish access to the following as UNEs: (i) User-to-Network Interface or "UNI," which provides connectivity between the end user and the frame relay network; (ii) Network-to-Network Interface or "NNI," which provides carrier-to-carrier connectivity to the frame relay network; and (iii) Data Link Control Identifiers or "DLCIs", at Intermedia-specified Committed Information Rates or "CIRs," which define the path and capacity of virtual circuits over which frame relay frames travel across the frame relay network?**

75. Has BellSouth entered into an interconnection agreement with a CLEC in which it commits to providing access to UNIs, NNIs, and DLCIs at CIR?

**RESPONSE:**

76. If the answer to the immediately preceding interrogatory is in the affirmative, please identify the interconnection agreements.

**RESPONSE:**



77. If the answer to interrogatory no. 75 is in the affirmative, please identify the rates for each of the frame relay elements identified above.

**RESPONSE:**

78. Has BellSouth conducted any cost studies relating to frame relay UNEs.

**RESPONSE:**

79. If the answer to interrogatory no. 78 is in the affirmative, please identify all such cost studies.

**RESPONSE:**

**Issue 26: Should parties be allowed to establish their own local calling areas and assign numbers for local use anywhere within such areas, consistent with applicable law?**

80. Please explain the concept of "homing" as BellSouth understands it.

**RESPONSE:**

81. What federal or state law, if any, precludes a CLEC from assigning an NPA/NXX to a CLEC subscriber that is different from the NPA/NXX normally associated with the physical location of the CLEC subscriber?

**RESPONSE:**

82. Has BellSouth entered into an interconnection agreement in which the interconnecting party's right to establish its own local calling areas and assign numbers for local use within those areas is restricted? If the answer is in the affirmative, please identify the interconnection agreements, the date on which the interconnection agreements were signed, and the parties to the interconnection agreements.

**RESPONSE:**

83. Has BellSouth entered into an interconnection agreement in which the interconnecting party is permitted to establish its own local calling areas and assign numbers for local use within those areas ? If the answer is in the affirmative, please identify the interconnection agreements, the date on which the interconnection agreements were signed, and the parties to the interconnection agreements.

**RESPONSE:**

84. Are you aware of any state or federal law that prohibits competing carriers from assigning NPA/NXXs as they see fit?

**RESPONSE:**

**Issue 29: In the event Intermedia chooses multiple tandem access (“MTA”), must Intermedia establish points of interconnection at all BellSouth access tandems where Intermedia’s NXXs are “homed”?**

85. Please explain “multiple tandem access” or “MTA” as BellSouth defines it.

**RESPONSE:**

86. In the event Intermedia chooses MTA, is it BellSouth’s contention that Intermedia must establish points of interconnection at all BellSouth access tandems where Intermedia’s NXXs are “homed”? If the answer is in the affirmative, please state the basis of your position.

**RESPONSE:**

87. Has BellSouth entered into an MTA interconnection agreement in which the interconnecting carrier is required to establish points of interconnection at all BellSouth access tandems where its NXXs are “homed”? If the answer is in the affirmative, please identify the interconnection agreements, the date on which the interconnection agreements were signed, and the parties to the interconnection agreements.

**RESPONSE:**

88. Has BellSouth entered into an MTA interconnection agreement in which the interconnecting carrier is *not* required to establish points of interconnection at all BellSouth access

tandems where its NXXs are “homed”? If the answer is in the affirmative, please identify the interconnection agreements, the date on which the interconnection agreements were signed, and the parties to the interconnection agreements.

**RESPONSE:**

89. Isn't BellSouth's requirement that Intermedia establish points of interconnection at all BellSouth access tandems where its NXXs are “homed,” in the event Intermedia chooses MTA, inconsistent with the concept of MTA? If not, please explain what it is not inconsistent?

**RESPONSE:**

90. Please explain why Intermedia must interconnect where its NPA/NXXs are homed.

**RESPONSE:**

91. May Intermedia home its NPA/NXXs to a different tandem than that normally associated with the NPA/NXXs? For example, if “123/456” is typically associated with “Rate Center A” in which BellSouth's “Tandem A” is located, can Intermedia “home” “123/456” to “Rate Center B” in which BellSouth's “Tandem B” is located?

**RESPONSE:**

**Issue 30: Should Intermedia be required to (a) designate a “home” local tandem for each assigned NPA/NXX; and (b) establish points of interconnection to BellSouth access tandems within the LATA on which Intermedia has NPA/NXXs homed?**

92. Is it BellSouth’s contention that the “rating” and “routing” points of a call must be the same?

**RESPONSE:**

93. If the answer to the preceding interrogatory is in the affirmative, please state the basis of this assertion.

**RESPONSE:**

94. Please identify any legal authority relied upon by BellSouth to support its position that a home local tandem must be designed for each assigned NPA/NXX.

**RESPONSE:**

95. Please identify any legal authority relied upon by BellSouth to support its position that Intermedia must establish points of interconnection to BellSouth access tandems within the LATA in which Intermedia has NPA/NXXs homed.

**RESPONSE:**

**Issue 31:** For purposes of compensation, how should IntraLATA Toll Traffic be defined, *e.g.*, should the definition include both voice and data traffic?

96. What does BellSouth seek to accomplish by defining IntraLATA Toll Traffic as “any telephone call that is not local or switched access per the parties’ agreement”?

**RESPONSE:**

97. Please identify any legal authority upon which BellSouth relies to support its proposed definition of IntraLATA Toll Traffic.

**RESPONSE:**

**Issue 32:** How should “Switched Access Traffic” be defined?

98. Has the FCC expressly classified IP telephony as access traffic?

**RESPONSE:**

99. If the answer to the immediately preceding interrogatory is in the affirmative, please identify the FCC decision in which the FCC purportedly classified IP telephony as access traffic.

**RESPONSE:**

100. Has BellSouth entered into an interconnection agreement in which IP telephony is classified as access traffic? If the answer is in the affirmative, please identify the interconnection agreement.

**RESPONSE:**

**Issue 33:** (a) Should BellSouth and Intermedia be liable to each other for lost switched access revenues due to lost or damaged billing data? (b) Should there be a cap on liability, and if so, what should that cap be?

101. Does BellSouth disagree that there should be a liability cap for lost switched access revenues arising from lost or damaged billing data? If so, please state the basis of BellSouth's position.

**RESPONSE**

102. Has BellSouth entered into an interconnection agreement in which there is no cap for liability arising from lost or damaged billing data? If so, please identify the interconnection agreement.

**RESPONSE:**

103. Has BellSouth entered into an interconnection agreement in which there is a cap for liability arising from lost or damaged billing data? If so, please identify the interconnection agreement and the relevant liability cap.

**RESPONSE:**

**Issue 37: Should all framed packet data transported within a VC that originate and terminate within a LATA be classified as local traffic?**

104. Does BellSouth consider framed packet data transported within a VC that originate and terminate within a LATA to be local traffic? If not, why not?

**RESPONSE:**

105. Has BellSouth conducted any studies, or monitored, to determine on an empirical basis the jurisdictional character of traffic transported within VCs? If so, explain how this is accomplished. If not, what basis does BellSouth have for classifying such traffic according to jurisdiction?

**RESPONSE:**

**Issue 38: If there are no VCs on a frame relay interconnection facility when it is billed, should the parties deem the Percent Local Circuit Use to be zero?**

106. Has BellSouth conducted any traffic studies or other analyses since February, 1996 that support BellSouth's position that the PLCU for a frame relay interconnection facility should



be zero if there are no VCs on it when billed? If so, please identify these studies or analyses. If not, what is the factual basis underlying BellSouth's contention that the PLCU should be considered to be zero in such a situation?

**RESPONSE:**

107. Does BellSouth routinely monitor or measure the traffic on its frame relay interconnection facility? If yes, how does BellSouth separate the traffic jurisdictionally for purposes of determining the PLCU?

**RESPONSE:**

108. Is BellSouth a party to any agreement in which the PLCU of a frame relay interconnection facility is deemed to be anything other than zero if there are no VCs on it when it is billed? If so, please identify the agreement(s), the parties, the jurisdictions and the dates of execution.

**RESPONSE:**

**Issue 39: What are the appropriate charges for the following: (a) interconnection trunks between the parties' frame relay switches; (b) frame relay NNI ports; (c) PVC segments; and (d) requests to change a PVC segment or PVC service order record.**

109. Has BellSouth conducted cost studies relating to frame relay interconnection? If the answer is in the affirmative, please identify all such cost studies.

**RESPONSE:**

110. What are the charges proposed by BellSouth for the following: (a) interconnection trunks between the parties' frame relay switches; (b) frame relay NNI ports; (c) PVC segments; and (d) requests to change a PVC segment or PVC service order record. Are these charges consistent with the pricing standards of the 1996 Act?

**RESPONSE:**

**Issue No. 48:** Should the parties adopt the performance measures, standards, and penalties imposed by the Texas Public Utility Commission on Southwestern Bell Telephone Company?

111. Has the Authority adopted, in an arbitration proceeding, some or all of the performance measures imposed by the Texas PUC upon SWBT?

**RESPONSE:**

112. If the answer to the immediately preceding interrogatory is in the affirmative, please identify the proceeding and explain the metrics adopted by the Authority.

**RESPONSE:**

113. Has the Authority adopted, in an arbitration proceeding, some or all of the self-executing enforcement mechanisms imposed by the Texas PUC upon SWBT?

**RESPONSE:**

114. If the answer to the immediately preceding interrogatory is in the affirmative, please identify the proceeding and explain the self-executing enforcement mechanisms adopted by the Authority.

**RESPONSE:**

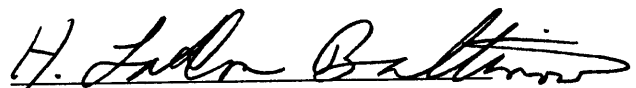
115. What performance metrics and/or self-executing enforcement mechanisms does BellSouth propose? Please explain in detail.

**RESPONSE:**

Respectfully submitted,

**INTERMEDIA COMMUNICATIONS INC.**

By:



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**ITS ATTORNEYS**

Dated: June 19, 2000

**CERTIFICATE OF SERVICE**

I hereby certify that on this 19<sup>th</sup> day of June, 2000, a true and accurate copy of the foregoing was served by hand delivery, overnight delivery or U. S. Mail, first class postage prepaid, to Guy Hicks, Esq., BellSouth Telecommunications, Inc., 333 Commerce Street, Suite 2101, Nashville, TN 37201-3300.

  
H. LaDon Baltimore